

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

SUNCO TIMBER (KUNSHAN) CO., LTD.  
Plaintiff,

v.

LINDA SUN, individually, DAVID SUN,  
individually, SHILLOCK YUAN-SUN,  
individually, and INFINITY WOOD  
PRODUCTS, LLC,  
Defendants.

Civil Action No. 1:22-cv-10833

LINDA SUN,  
Counterclaimant,

v.

SUNCO TIMBER (KUNSHAN) CO., LTD.,  
Counterclaim Defendant.

**PLAINTIFFS' FIRST SUPPLEMENTARY RESPONSES AND/OR OBJECTIONS TO  
DEFENDANT LINDA SUN'S FIRST SET OF INTERROGATORIES  
REQUEST #7 AND REQUEST #8**

Plaintiff Sunco Timber (Kunshan) Co., Ltd. ("Sunco" and/or "Plaintiff") hereby submit its first supplementary responses and/or objections to defendant Linda Sun's ("L. Sun") first set of interrogatories pursuant to Rule 33 of the Federal Rules of Civil Procedure.



**SUPPLEMENTARY RESPONSES AND/OR OBJECTIONS**

INTERROGATORIES NO. 7. State the basis for your denial of the allegation of paragraph 12 of the Counterclaim.

**SUPPLEMENTARY RESPONSE AND/OR OBJECTION TO INTERROGATORY NO. 7.**

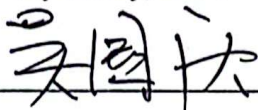
It is Plaintiff understanding that Chinese courts do not provide impartial tribunals or procedures compatible with the requirements of due process of law. Plaintiff reserves the right to argue other grounds for the Chinese judgment not being final, conclusive and/or enforceable as this case progresses, particularly in response to any argument that Defendant make in the future that Chinese courts possibly provide impartial tribunals and procedures compatible with requirements of due process of law. Plaintiff states that discovery is ongoing and reserves the right to respond to any such evidence presented by Defendant, as well as reserving the right to amend or supplement its response hereto.

INTERROGATORIES NO. 8. State the basis for your denial of the allegation in paragraph 14 of the Counterclaim.

**SUPPLEMENTARY RESPONSE AND/OR OBJECTION TO INTERROGATORY NO. 8.**

Plaintiff states that it understands that the judgment cannot be recognized due to a lack of reciprocity. To date, whether by initial disclosures or otherwise, Defendant has only provided a Notarial Certificate of the Chinese Judgment, but has not identified any other documents, facts, witnesses or evidence supporting or suggesting that the purported Chinese judgment can be recognized. Plaintiff reserves the right to present facts and evidence to any argument, claim, facts or evidence, if any, that defendant offers at a future date. Plaintiff further reserves the right to amend or supplement its response hereto.

Signed under the pains and penalties of perjury on this 19<sup>th</sup> day of July, 2024.

  
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Guoqing Wu

**DATED: July 19, 2024**

**PLAINTIFF,**  
Sunco Timber (Kunshan) Co., Ltd.  
By its attorneys,

/s/ Connie Dai  
\_\_\_\_\_  
Connie C. Dai (BBO#683330)  
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**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing document was served on all counsel of record by electronic mail on this 19<sup>th</sup> day of July 2024.

/s/ Connie Dai

Connie C. Dai

